

State of Illinois
Department of Natural Resources
GRANT AGREEMENT

Federal Program: State Wildlife Grant Program

Project Title: Lower Apple River INAI Mussel Site Protection and Restoration Project

Project Number: T-73-L-1

Grant Agreement: RC11T73L1

Grantee: Jo Daviess Conservation Foundation

Address: 126 N. Main St.
P.O. Box 216
Elizabeth, IL 61028

Phone: 815/858-9100

Fax: 815/858-9102

E-Mail: Chris@jdcf.org

Project Period: Execution Date: Termination Date: 12/31/2013

Project Scope:

The objectives of the proposal are to acquire and restore the Apple River Property by the following actions:

- Acquire the final 12 acres of the Apple River Property,
 - Register the property as a LWR with the Illinois Nature Preserves Commission,
 - Conduct habitat restoration activities to restore bottomland hardwood forest, oak savanna, and prairie,
 - Pursue transfer of the property to the IDNR.
-

Project Costs:

Total Cost: \$153,846

Federal Assistance Amount: \$100,000

Federal Assistance Percentage: 65%

Grantee Responsibility: \$53,846

Grantee Percentage: 35%

This grant agreement by and between the Illinois Department of Natural Resources (Hereinafter referred to as DEPARTMENT) and Jo Daviess Conservation Foundation (hereinafter referred to as GRANTEE) under the authority of the Illinois Civil Administration Code (20 ILCS 805/ 805-70). In view of mutual covenants herewith contained, the parties agree as follows:

- (1) This Grant is effective upon the date of execution and shall terminate on 12/31/2013. The GRANTEE shall use its best efforts and due diligence to complete the Project within the Agreement term. No services or expenses will be paid which are incurred prior to the execution date or subsequent to expiration or termination of this Agreement.
- (2) GRANTEE will undertake work as described in their State Wildlife Grant Program Grant Proposal and Grant Segment titled Lower Apple River INAI Mussel Site Protection and Restoration Project, project number T-73-L-1, (hereinafter referred to as GRANTEE PROPOSAL), (Attachment D), the terms and conditions of which are hereby incorporated by reference and made a part of this agreement.
- (3) This agreement may not be amended or assigned without the prior written approval of the DEPARTMENT.
- (4) PERFORMANCE REPORTS
 - A. GRANTEE must submit quarterly reports for grants with a total cost exceeding \$25,000. The quarterly report must describe the progress of the project and the expenditure of the grant funds in the last quarter. Quarterly reports are due starting in the quarter the grant goes into effects, through the quarter the grant terminates. The quarterly performance reports are due to the DEPARTMENT as per the following schedule.
 - i. January 1st – March 31st Quarter Performance Report due by no later than April 30th
 - ii. April 1st – June 30th Quarter Performance Report due by no later than July 31st
 - iii. August 1st – September 30th Quarter Performance Report due by no later than October 31st
 - iv. October 1st – December 31st Quarter Performance Report due by no later than January 31st
 - B. GRANTEE will deliver to the DEPARTMENT 5 copies of a segment Performance Report (at least one copy unbound) no later than 60 days following completion of the agreement. For multi-year projects, an Annual Performance Report must be submitted to the DEPARTMENT no later than 60 days after the annual anniversary date of this Grant Agreement's Execution Date. The Performance Report (annual or segment) is to reflect the work accomplished for Segment 1 of the Project. The Performance Report (annual or segment) consists of a narrative describing the accomplishments as well as an analysis of data obtained from Segment 1. All reporting will include English units of measure and use terms understandable to the lay population.

Grant fund distribution will be suspended for failure to file required reports.

- (5) GRANTEE will abide by all terms and provisions applicable to its participation hereunder of the State Wildlife Grant Federal Assistance Program.
- (6) The individual noted on the GRANTEE'S PROPOSAL will serve as principal contact to the DEPARTMENT for this project unless the DEPARTMENT is notified otherwise by the GRANTEE. All correspondence for this project should be directed to the DEPARTMENT at the following address:

Illinois Department of Natural Resources
One Natural Resources Way
Attn: Connie Waggoner, IDNR Project Manager
Telephone: 217/524-5464

E-mail: Connie.Waggoner@illinois.gov

All notices required under this agreement should be directed to the respective parties' contact person.

- (7) GRANTEE will provide the total non-federal share of funding of \$53,843 or not less than 35%, to cover allowable and approved costs incurred in completing the work outlined in Grantee's Proposal (Attachment D).
- (8) All subgrantees to the GRANTEE on this project are expected to perform work pursuant to this agreement and to be paid with funds provided hereunder. All subgrantees of who were selected by the GRANTEE will be disclosed on the Subgrantee Disclosure form (Attachment E) and submitted to the DEPARTMENT'S contact person prior to any work done by any subgrantees on this project. The GRANTEE shall notify the DEPARTMENT if, during the term of this agreement, the GRANTEE retains a subgrantee not previously disclosed.
- (9) The GRANTEE will abide by all terms and provisions applicable to its participation hereunder of the Illinois Grants Funds Recovery Act (30 ILCS 705/et seq).
- (10) GRANTEE will deliver to the DEPARTMENT a written request for reimbursement of total costs upon completion of approved work as outlined in the GRANTEE'S PROPOSAL using the Request for Reimbursement form (Attachment F). Request for Reimbursement can be submitted to the DEPARTMENT as frequently as monthly but no less than quarterly, unless otherwise approved by the DEPARTMENT. Copies of all source documents which provide evidence that expenditures of total costs were made and paid for including such items as canceled checks, evidence of paid bills and contract documents shall be submitted with this request. The DEPARTMENT shall not pay any amount for expenses or labor not specified in the GRANTEE'S PROPOSAL.
- (11) In performance of its obligations pursuant to this grant agreement, the GRANTEE shall comply with all applicable provisions of federal, state and local laws ordinances or regulations. All limits or standards set forth in this agreement to be observed in the performance of the project are minimum requirements, and shall not affect the application of more restrictive federal, state or local standards which may apply to the scope of work.
- (12) All technical, clerical, and other personnel necessary for the effective performance of the Project shall be employed by GRANTEE, and shall in all respects be subject to the rules and regulations of GRANTEE governing staff members and employees. Neither GRANTEE nor its personnel shall be considered to be agents or employees of the DEPARTMENT.
- (13) Obligations of the DEPARTMENT shall cease immediately without penalty or further payment being required if, in any fiscal year covered by the agreement term, the Illinois General Assembly or the federal government fails to appropriate, reappropriate or otherwise make available funds for this agreement. DEPARTMENT will provide written notification to GRANTEE of any impending change in the status of appropriations which may affect the GRANTEE.
- (14) This agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any dispute relating to this agreement shall be adjudicated in the Illinois Court of Claims.
- (15) All publications, written documents, news articles, TV and radio releases, interviews and personal presentations that relate to this project must credit the DEPARTMENT and the U.S. Fish & Wildlife Service's State Wildlife Grant Program.

- (16) If the purchase of professional or artistic services, computer equipment, telecommunication equipment, software or services are identified as a project component and the cost, individually or in aggregate from the same vendor, meets or exceeds \$25,000 the GRANTEE must use a written process for the solicitation of competitive sealed proposals, unless the GRANTEE verifies, in writing, that competitive sealed bidding for a single procurement is not practical or advantageous; or the GRANTEE documents, in writing, to the Project Manager, that sole source procurement is the most economically feasible solution. The DEPARTMENT reserves the right to require the GRANTEE to use a written, competitive sealed bidding process for costs under \$25,000.
- (17) DEPARTMENT representatives shall have reasonable access to the herein specified project at any reasonable hours during project development and after completion to assess progress or to ensure continuing compliance with the requirements of the program.
- (18) If the DEPARTMENT terminates this agreement without cause, the GRANTEE shall be entitled to retain such agreement funds as are necessary to honor obligations which were unable to be canceled and were properly incurred under the terms hereof, provided however, that after the effective date of termination, the GRANTEE shall not incur new obligations. All funds to which the GRANTEE is not entitled to retain shall be returned to DEPARTMENT within 45 days of the termination date.
- (19) Obligations of the DEPARTMENT will cease immediately without penalty of further payment being required if, in any fiscal year, covered by the terms of this agreement, the Illinois General Assembly or Illinois Executive Branch or DEPARTMENT Administration or a federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.
- (20) The GRANTEE covenants and agrees that it shall indemnify, protect, defend and hold harmless the DEPARTMENT from any and all liability, costs, damages, expenses, or claims thereof arising under, through or by virtue of the work as described in the GRANTEE'S PROPOSAL.
- (21) The GRANTEE certifies that they and all affiliates either are not required to collect and remit Illinois Use Tax or are not delinquent in the collection and remittance of any Illinois Use Tax, penalty, or interest due under the Illinois Use Tax Act. The GRANTEE further acknowledges, that the contracting State agency may declare the contract null and void if this certification is false or if the contractor or any affiliate is determined to be delinquent in the collection and remittance of any Illinois Use Tax, penalty, or interest due under the Illinois Use Tax Act.
- (22) The GRANTEE acknowledges and agrees that the provisions specified herein shall be incorporated into and made a part of the invitation of bids, request for proposals, agreement, contract, amendment, renewal or other similar documents to ensure full disclosure of and compliance with these provisions.
- (23) EQUIPMENT

A. GRANTEE will be responsible for all equipment and comply with the property management inventory reporting and disposition requirements mandated by state and federal statutes and regulations. Equipment is defined by the DEPARTMENT as tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$100 or more per unit. Use and disposition of equipment is subject to appropriate administrative requirements which are dependent upon the GRANTEE'S legal status as an organization.

B. A Federal Equipment Report for the purchase of equipment items with a price of \$100 or more that were bought under this grant will be provided with the Performance report. The Federal Equipment Report will include a description of the item purchased, the model number, serial number, date of purchase, purchase price, current location and the name and telephone number of the individual responsible for each equipment item purchased. Upon request of the DEPARTMENT, the GRANTEE will make available for inspection by the DEPARTMENT all equipment purchased with funds from this grant.

C Equipment purchased by the GRANTEE, under the terms of this grant, shall become the property of the GRANTEE. Equipment acquired under this program may not be employed for commercial purposes, and may only be used for purposes similar to those described in this grant agreement. No equipment purchased as a result of this agreement shall be transferred or disposed of or used in a manner other than specified herein without approval of the DEPARTMENT. If equipment is transferred or disposed of prior to the termination of this grant agreement, the GRANTEE must still comply with the reporting requirements set forth above.

D If the purchase of equipment is part of this grant and the cost of that equipment, individually or in aggregate from the same vendor, meets or exceeds \$25,000 the equipment must be purchased through either an established state, federal, or municipal procurement process, or purchased through a competitive procurement process. If a competitive procurement process is used, documentation of invitation, submission, opening, evaluation, correction, withdrawal, and award of bids will be required for reimbursement. The DEPARTMENT reserves the right to require the GRANTEE to use a written, competitive sealed bidding process for costs under \$25,000. All equipment, materials, supplies or personal property purchased through this agreement is subject to retrieval by the DEPARTMENT and/or reassigned by the DEPARTMENT upon dissolution of the GRANTEE, abandonment of the herein specified project, or as a result of the GRANTEE non-compliance with the terms and conditions of this grant agreement. All property retrieved under this clause by the DEPARTMENT shall be reassigned by the DEPARTMENT for uses as similar as possible to the original project purpose.

(24) FEDERAL REQUIREMENTS

A. In the event that any payments to the GRANTEE under this Agreement are subsequently disallowed by audit as items of eligible costs, the GRANTEE will credit the total amount to the U.S. Fish & Wildlife Service, without prejudice, however, to the GRANTEE'S right thereafter to establish the allowability of any such item of cost under this Agreement.

B. The GRANTEE may utilize \$100,000 of State Wildlife Grant Program funds, apportioned to the DEPARTMENT, for up to 65% of approvable expenses.

C The GRANTEE certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declares ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFS Subtitle A, Subpart D 12.100-12.510, Participants' responsibilities.

D Based on the legal status of the GRANTEE's organization, documentation supporting costs of Federal and State and State shares will be accumulated, compiled, and maintained in accordance with:

- (i) 2CFR Parts 215 and 220, "Cost Principles for Educational institutions," (OMB Circular No. A-21);
- (ii) 2 CFR Part 225, "Cost Principles for State, Local, and Indian Tribal Governments" (OMB Circular No. A-87);
- (iii) 2 CFR Part 230, "Cost Principles for Non-Profit Organizations" (OMB Circular No. A-122);

- (iv) 2 CFR, Part 215, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other non Profit Organizations,” (OMB Circular No. A-110);

(V) Or, FAR 31.2 “Contracts with Commercial Organizations” as amended.

For all other GRANTEE’s, with a legal status other than those covered by items (A) thru (E) above, 2 CFR, Part 215, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other non Profit Organizations,” (OMB Circular No. A-110) shall apply.

For all other GRANTEE’s, with a legal status other than those covered by items (i) thru (iv) above, 2 CFR, Part 215, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other non Profit Organizations,” (OMB Circular No. A-110) shall apply.

- E. Regardless of the Grantee’s legal status, this grant agreement is subject to the requirements of OMB Circular No. A-133, “Audits of Institutions of Higher Education and Other Nonprofit Institutions.” The GRANTEE agrees to provide the DEPARTMENT with a copy of their most current audit report and a copy of any subsequent audit report that includes this grant.
- F. For contracts or grants exceeding \$100,000, the GRANTEE certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been aid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ~~(ii)~~ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- G. The GRANTEE certifies that it will use U.S. flag air carrier service, when required, for all air travel funded by the U.S. Government in accordance with the “Fly America Act” (49 U.S.C. 40118 and 41 CFR 301).
- H. Any publications or other documents that are generated as a result of this grant agreement shall include appropriate credit to the DEPARTMENT and the U.S. Fish & Wildlife Service with the following statement:

Equal opportunity to participate in programs of the Illinois Department of Natural Resources

(IDNR) and those funded by the U.S. Fish & Wildlife Service and other agencies is available to all individuals regardless of race, sex, national origin, disability, age, religion or other non-merit factors. If you believe you have been discriminated against, contact the funding source's civil rights office and/or the Equal Employment Opportunity Officer, IDNR, One Natural Resources Way, Springfield, IL. 62702-1271; 217-785-0067; TTY 217/782-9175. Information may be provided in an alternative format if required. Contact the DNR Clearinghouse at 217/782-7498 for assistance.

(25) REAL PROPERTY

- A. The GRANTEE is fully responsible for and must assume all operation and maintenance costs and responsibilities associated with the project. The DEPARTMENT will not be responsible for any operation and maintenance costs associated with the project, unless that project has been implemented on DEPARTMENT property.
- B. US Department of Agriculture funds used, in part or solely, to install conservation or habitat practices on a property or acquire interests in real property, cannot be developed or the property used in any manner that is not compatible with sustaining the practices implemented or with perpetuating the ecological conditions that were preserved through the acquisition, unless otherwise specified in the terms and conditions of the grant. No changes or disturbance will be allowed by the GRANTEE on that portion (s) of the property covered by the project, unless otherwise stipulated in the terms and conditions of the grant, without the written approval of the DEPARTMENT. The terms and conditions of this grant shall be binding on the GRANTEE any successors or assigns of interests in said real property.
- C. The GRANTEE is responsible for installing, maintaining, and performing all conservation or habitat practices for no less than 10 years from the date of installation unless otherwise approved by the DEPARTMENT, in writing. Conversion of a conservation or habitat practice to another non-program land use prior to the expiration of the practice or the unwillingness of new owners to assume custody may result in the GRANTEE returning grant funds used to implement the practice (s) or such other remedies authorized by administrative rule. Approved practices will be compatible with the Illinois Wildlife Action Plan's goals and objective for the protection and management of non-game species in greatest need of conservation being addressed by this project.
- D. Any real property or interest in real property purchased with US Department of Agriculture funds must have a conservation easement conveyed to the DEPARTMENT, unless the DEPARTMENT holds fee title to the same real property. The conservation easement must be perpetual, with no termination. All other term and conditions of the conservation easement are subject to the approval of the DEPARTMENT.

(26) TERMINATION

- A. The DEPARTMENT may terminate this agreement for reasons of:
 - i. events or circumstances beyond the control of the DEPARTMENT which prevent timely completion of the agreement,
 - ii. failure of GRANTEE to comply with the terms and conditions of this grant agreement, or
 - iii. failure of GRANTEE to comply with the provisions of applicable state or federal laws or regulations.

- B. In the event of termination by DEPARTMENT, the DEPARTMENT shall provide the GRANTEE with written notification stating the reason for the termination. Termination shall be effective upon receipt by GRANTEE of such written notice.
 - C. In the event of termination by the DEPARTMENT in accordance with subsection A (i) of this section, the DEPARTMENT shall pay to the GRANTEE the reasonable value of services performed under this agreement prior to the date of such termination, provided the GRANTEE cancels as many outstanding obligations as possible and does not incur any new obligations after the effective date of termination. If the DEPARTMENT terminates this agreement in accordance with subsection A (ii) or A (iii) of this section, any payments made to the GRANTEE or recoveries by the DEPARTMENT shall be in accord with the legal rights and liabilities of the Parties.
- (27) For construction costing more than \$100,000, a qualified engineer must approve engineering plans and specifications, approve the feasibility determination, supervise the construction, and furnish a report of final inspection.
- (28) The GRANTEE shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the DNR and the State of Illinois, Auditor General, or the Attorney General for auditing at reasonable times. Failure by the GRANTEE to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.
- (29) Except for reimbursement grants where this does not apply, all funds advanced to the grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant, shall be returned to the State within 45 days.
- (30) The undersigned acknowledges and agrees that each of the certifications or amendments identified in items (1) through (29) above shall be incorporated into and made a part of the invitation for bids, request for proposals, agreement, contract, amendment, renewal or other similar document to which these certifications are attached.
- (31) In accordance with the Federal Funding Accountability and Transparency Act (FFATA), since the scope of services under this agreement is funded, in part, with federal funds other than from the American Recovery and Reinvestment Act, the GRANTEE must provide the following information, unless the GRANTEE meets one or more of the following exemptions:
- A. an individual who applies for or receives a Federal award as a natural person (i.e. unrelated to any business or non-profit organization he or she may own or operate in his or her name);
 - B. an entity that had a gross income, from all sources, of less than \$300,000 in the entity's previous tax year;
 - C. any award if the required reporting would disclose classified information. *See* FFATA §§ 2(a)(1)(C), 2(e).

If you believe you are exempt from completing the following information due to one of more of the exemptions above, submit written documentation to the Department in support of your position and identify which exemption(s) you believe apply. The Department will provide the GRANTEE with a written final decision as to whether the GRANTEE is exempt or not.

All non-exempt GRANTEES must complete the following information.

- A. Complete Legal Name of GRANTEE's Organization _____
- B. GRANTEE's Dun & **Bradstreet** Number (DUNS) _____
- C. Legal Name of the Parent Organization, if applicable [1] _____
- D. Name(s) and Total Compensation of the Five (5) most highly Compensated Officers in the GRANTEE's Organization, if applicable [2]:
 - i. Name _____ and Total Compensation \$ _____
 - ii. Name _____ and Total Compensation \$ _____
 - iii. Name _____ and Total Compensation \$ _____
 - iv. Name _____ and Total Compensation \$ _____
 - v. Name _____ and Total Compensation \$ _____

[1] Any organization which owns the Grantee's Organization is considered a Parent Organization.

[2] This information is required if the Grantee's Organization, in the preceding fiscal year, received 80% or more of its annual gross revenues in Federal awards; AND \$25,000,000 or more in annual gross revenues in Federal awards; AND the public does not have access to this information about the compensation of the senior executives of the Contractor's Organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

This agreement, including the attachments specified below, constitutes the entirety of the agreement between the parties and supersedes any other agreement or communication, whether written or oral, relating to this award that may have been made by either party.

- Attachment A: Certifications
- Attachment B: W-9 (Request for Taxpayer Identification Number and Certification)
- Attachment C: Federal Assurances [Construction or Non Construction Programs]
- Attachment D: Grantee's Proposal
- Attachment E: Subgrantee Disclosure
- Attachment F: Request for Reimbursement
- Attachment G: Disclosures and Conflicts of Interest

